

Charges

6% of the selling price
Minimum charge of £75

All charges are subject to VAT at Current Rate

Trade rates of indemnity are available upon proof of ID as a
Motor Trader, i.e. trade plates/letterhead

Private Customers cannot purchase vehicles using trade
accounts

New Society of Motor Auctions Ruling

All New Buyers Must Provide photographic driving license ID

Following information received from the SMA and to help in
the ongoing efforts of the Police to combat fraud,
Brightwells are encouraging all new buyers to produce their
photographic driving license at the point of buyer
registration.

Failure to produce this form of ID at buyer registration will
result in the buyer paying an extra 1.5% + vat on the usual
indemnity rate (this applies to both trade, fleet and private
buyers).

**All buyers must register prior to buying—
*this is a condition of sale.***



INDEMNITY SCHEME

**Easters Court
Leominster
Herefordshire HR6 ODE**

Telephone: 01568 611325

Fax: 01568 614454

Web: www.brightwells.com

Email: vehicles@brightwells.com

Notes

1. Brightwells (hereinafter called "the auctioneers") operate an Indemnity Scheme and it is a Condition of Sale that buyers pay the amount of the Indemnity Fee in addition to the Sale Price on every lot purchased.
2. The purpose of the Scheme is to protect buyers and the auctioneers will indemnify the buyer to the extent and on the terms hereinafter set out in the following circumstances:
 - a) If there is a defect in the title to the vehicle at the time of Sale;
 - b) If the vehicle has been an insurance 'total loss' or the subject of a major insurance claim either damage related or in respect of the vehicle being stolen and recovered in the UK which was not announced by the auctioneers at the time of Sale;
 - c) If the vehicle is or has been registered as a hackney carriage or taxi, which was not announced by the auctioneers at the time of Sale;
 - d) If the vehicle has been the property of the Police, which was not announced by the auctioneers at the time of Sale;
3.
 - a) The buyer shall not be entitled to any Indemnity unless the Indemnity Fee has been duly paid;
 - b) The Indemnity Fee shall be calculated as set out in a notice displayed at the auction premises;
 - c) The Indemnity Fee shall be paid when the buyer pays the price or the balance of the price.

NO CLAIM CAN BE MADE FOR ANY ADDITIONAL MONIES

4. The buyer shall not be entitled to any Indemnity unless within three days of the date on which he first acquires the knowledge of any circumstances which may give rise to a claim hereunder he notifies the auctioneers in writing of the relevant information and thereafter keeps them informed and promptly forwards to them all notices and letters relating to the claim and provides them with all the information which they may reasonably require to consider the claim.
5. The above provisions are conditions precedent to the right of the buyer to be indemnified hereunder.

6. It shall be a further condition precedent to the right of the buyer to be indemnified hereunder as if called upon so to do the buyer will assign to the auctioneers all rights and causes of action vested in him and arising from a Contract of Sale.
7. If a claim is made within twelve months of the date of purchase, the auctioneers will repay to the purchaser an amount of indemnity equal to the Sale Price and no further additional monies. If a claim is made after twelve months from the date of purchase, the auctioneers will repay to the purchaser an amount of indemnity equal to the lesser amount of the following and no further additional monies:
 - i) The Sale Price shown on the original Brightwells Invoice;
 - ii) If the mileage was warranted at the time of Sale at our auction and the mileage since the purchase date can be warranted, the published mileage adjusted CAP Clean value (calculated from the edition of the month the claim is settled);
 - iii) If the mileage was not warranted or incorrect at the time of Sale at our auction, the published CAP Below value (calculated from the edition of the month the claim is settled) which has been mileage adjusted to 17,000 miles per year multiplied by the correct age in years of the vehicle or the odometer reading at the time of the claim, whichever is the greater.

If it is proven that the odometer reading has been wound back at all since being sold at our auction, then the mileage adjustment shown in point iii) above will be increased to 30,000 miles per year of the age.

8. Notification of claims to the auctioneers shall be given to them at the auction premises where the Contract of Sale was made.
9. The cover is valid for a period of four years from the date of sale.
10. All claims are subject to the rules of indemnity that are published at the time the claim is made and not when the vehicle was purchased from the auctioneers.